

RM of Weyburn No. 67

Invitation to Tender #RM67-2019-02

To award a contract for the supply, delivery,
off-load, stockpile and spread of
18,000 yards of Type 106 ¾" road gravel

Closing: November 5, 2019
5:00 p.m. Saskatchewan Time

1. Introduction

The RM of Weyburn No. 67 is requesting a tender for the supply, delivery, off-load, stockpile and spread of 18,000 yards of Type 106 ¾" road gravel in preparation for the maintenance of their road network in 2020. The stockpile location(s) are required to be located in the RM of Weyburn No. 67 and will be acquired and set up by the successful bidder.

The RM of Weyburn No. 67 may also require up to 5,000 yards of each Type 106 7/8" AND 1 ½" gravel to be supplied, delivered and spread (no stockpile required) directly to certain roads until December 31, 2020. This gravel is expected to be the same price as the 18,000 yards above.

Potential suppliers of these goods are invited to submit a bid to provide these items as detailed in this document in accordance with the terms, conditions and response guidelines contained herein.

Submit one complete copy of your bid by 5:00 p.m. Saskatchewan Time on November 5, 2019.

Your bid should indicate Invitation to Tender# 2019-02 and be sent to:

RM of Weyburn No. 67
23 6th Street NE
Weyburn, SK S4H 1A7
Fax: (306) 842-1002
Email: rm.67@sasktel.net

Facsimile and emailed bids will be accepted. Late bids will not be considered. This procurement will be subject to any applicable trade agreement(s).

2. Tender Process

A public opening will be held for bidders at 10:00 a.m. on November 6, 2019.

Upon closing, the RM of Weyburn No. 67 will review all bids for completeness and compliance to the details of this tender. Incomplete bids will be rejected and will receive no further consideration. The result will be a "short list" of bidders who will further be evaluated for compliance with the specifications and according to the evaluation criteria described in this tender.

If the RM of Weyburn No. 67 accepts a bid, the successful Bidder will be subsequently notified by letter that the bid has been accepted. The notice will be mailed to the address shown on the Quote Sheet, and such notice will be deemed to be received in seven (7) Calendar Days of the date of mailing.

3. Instructions to Bidders

The elements of this tender are categorized as either "mandatory" or "other".

Elements of this tender will be identified as follows:

Mandatory elements: These elements are identified with the word "mandatory" or with the words "shall", "must", or "will". The bidder must have substantial compliance with all mandatory elements.

The RM of Weyburn No. 67 reserves the right to waive minor non-compliance for a bidder with the elements of the tender. This will allow the RM of Weyburn No. 67 to consider and possibly accept any bid which is advantageous even though the bid may be non-compliant in some minor respect.

Bidders, who are non-compliant with any major element, as determined by the RM of Weyburn No. 67 in its sole discretion, will be eliminated from further consideration.

Other elements: "Other", "rated", or "optional" elements are normally identified with words like "should", "may", "might", or "could". The bidder's response will be evaluated in accordance with the evaluation criteria located in Section 7.

A bid will be considered non-compliant if it fails to provide sufficient detail necessary to evaluate the bid against the elements outlined in this document. Bidders are encouraged to contact the RM of Weyburn No. 67 to obtain a clear understanding of the tender prior to completing their bid.

4. Details

The RM of Weyburn No. 67 requires the supply, delivery, off-loading, stockpiling and spread of 18,000 yards of Type 106 7/8" road gravel for the maintenance of their road network for 2020. The RM of Weyburn No. 67 may also require up to 5,000 yards of each Type 106 7/8" AND 1 ½" gravel to be supplied, delivered and spread (no stockpile required) directly to certain roads until December 31, 2020. This gravel is expected to be the same price as the 18,000 yards above.

The specifications and tender details can be found in Appendix B and the quote sheet in Appendix A.

Pricing

Prices quoted should include cost of material, delivery, off-loading, stockpiling and spreading charges to the RM of Weyburn No. 67 for hauling both secondary and primary weights. The bidder will provide one price including everything except GST and PST only. Prices quoted must be in Canadian dollars.

Delivery

18,000 yards of road gravel must be stockpiled prior to March 31, 2020. The road gravel must be spread on the roads commencing as early as required in 2020 and the main road program completed by July 31, 2020. Further gravelling may occur until December 31, 2020.

5. Bidder Response Guidelines

To ensure your bid is considered for evaluation, bidders should ensure their bids include the following:

- Appendix A - Quote Sheet, completed and signed
- Appendix B - Specifications and Tender Details, completed
- Letter of Good Standing from Saskatchewan Worker's Compensation

All requested information should be submitted with bid prior to closing of this tender.

An authorized officer should sign the bid.

6. Evaluation Criteria

The municipality reserves the right to refuse or accept any or all tenders, and the lowest tender will not necessarily be accepted. Where the R.M. of Weyburn No. 67 is of the opinion that the lowest Bidder lacks the experience, equipment, qualifications, or the ability to successfully perform the work; or has performed unsatisfactorily on previous gravel programs; the Council may, by Resolution of Council, award the Contract to a Bidder other than the lowest Bidder. The successful bidder may be required to provide a sieve test at any time, or the R.M. may conduct their own sieve test at any time. The bidder will notify the R.M. when the stockpile is complete and the R.M. will perform a measurement of the stockpile, paid for by the R.M.

The RM of Weyburn No. 67 reserves the right at its sole discretion to determine compliance of a bid to the specifications detailed in this tender.

The decision of the RM of Weyburn No. 67 will be final.

7. Terms and Conditions

Appendix C details the terms and conditions of this tender.

By submitting a bid response, Bidders agree to be bound by the terms and conditions detailed herein. The RM of Weyburn No. 67 reserves the right to reject any bid which includes alternate terms and conditions.

Quantity	Unit of Measure	Description	Unit Price (\$)	Extended Price (\$)
18,000	Cubic Yards	Type 106 7/8" road gravel		
Subtotal				
(if applicable) PST (6%)				
SUBTOTAL INCLUDING PST				
GST (5%)				
Total				

*Unit price will also be applied to up to 5,000 yards of each Type 106 7/8" and 1 1/2" gravel that may be required over and above the 18,000 yards

ALL BIDS SHOULD BE SIGNED

Company Legal Name _____

Company Address _____

City _____ Postal Code _____

Print name & title _____

Authorized Signature _____

Date _____

Email address _____

Phone# () _____ Fax # () _____

RM of Weyburn No. 67

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Appendix B - Specifications and Tender Details

The term "requirement" (or similar term used in this tender) is used for convenience only and is not intended to imply that any bid that does not exactly match or meet such a "requirement" will necessarily be disqualified. Instead, as part of the evaluation process, suppliers and products will be evaluated based on the extent to which, and how well, they are able to satisfy the intent and substance of the "requirements" or "specifications" contained in this tender.

Details/Questions	Bidder Response Meets Tender Details (Yes/No)	Details of Deviations and/or details of specifications requested.
Product		
The successful bidder may have to provide a sieve test for the Type 106 ¾" road gravel. Can this be provided if required?		
Pricing		
Do the prices quoted include all cost of material, delivery, off-loading, stockpiling and spreading charges to the RM of Weyburn No. 67 to a stockpile(s) secured by the bidder and located in the RM of Weyburn No. 67 and then spread on the roads?		
Stockpile site(s) have been acquired?		
If stockpile site(s) have not been acquired yet, specify date you expect them to be acquired.		
Delivery		
The gravel must be stockpiled prior to March 31, 2020. The main road gravelling must be spread as early as required and completed July 31, 2020. Are you able to meet these deadlines?		
Other		
Please state your acceptance of the terms and conditions as listed in Appendix C.		
Please state number and type of trucks your company has for this contract.		
Letter of Good Standing from Worker's Compensation is included.		
Will you be able to provide a Certificate of Insurance for liability insurance in the amount of \$2 million prior to commencing?		
Are references included, preferably other rural municipalities?		
Please list any rural municipalities you have or are spreading gravel for in 2019 and/or 2020.		
Please state number of years in business. Have you worked for the R.M. of Weyburn previously?		

1. General

All bid submissions should be submitted in accordance with the directions outlined in the tender document, all questions should be answered, and all blank spaces should be completed. Failure to complete the bid submission or to include all information and documents requested may result in rejection of a bidder's submission. Headings are used for convenience only, and they shall not affect the meaning or interpretation of the clauses, terms or conditions. The working language of the Province of Saskatchewan is English and all responses to this Invitation to Tender must be in English.

All bid submissions should be prepared in a legible manner. Non legible tenders may result in rejection of your bid submission.

Responses containing references to documents, manuals and/or websites in lieu of providing the requested information may result in the bid being rejected. This type of information can be provided as "additional information" but will not be evaluated unless references to documents, manuals and/or websites are requested in the tender.

An authorized officer of the bidder's company should sign all bid submissions. Bidders should state the period for which submission will remain firm for acceptance. Unless otherwise stated by the bidder this period shall be a minimum of 60 days from date of closing. Any award within the period mentioned above will mean the prices quoted shall remain firm through to delivery of the supply quoted.

In no event will the RM of Weyburn No. 67 be responsible for the cost of preparation of bids or the costs associated with attending interviews or presentations.

2. Bid Submission

Bid submissions will close at 5:00 p.m. Saskatchewan Time on the date shown in the Invitation to Tender. The time for closing of bids will be determined by the time shown on the Administrators' computer located in the municipal office of the RM of Weyburn No. 67.

Late bid submissions will not be accepted.

For facsimile bid submissions, only information received by the closing date and time will be considered. A confirmation copy must be submitted on request. Bidders may amend or withdraw their bid submissions prior to the closing date and time by way of written or faxed notice to the RM of Weyburn No. 67. After the closing date and time bids received will be irrevocable. The bidder will not change its bid after closing and no changes, words or comments will be added to the bid unless requested by the RM of Weyburn No. 67.

3. **Acceptance of Bid**

The RM of Weyburn No. 67 reserves the right to secure evidence to its satisfaction that any bidder is able to provide the goods or services. For the purpose of evaluating bid submissions, representatives of the RM of Weyburn No. 67 may interview key personnel, technical abilities, applicable licensing, references, including other governments, legal capacity and financial status, to determine if they would be adequate for the proper performance of the proposed contract. Any terms, conditions or stipulated qualifications on bid submissions that are contrary to, or inconsistent with the tender documents may be cause for rejection. Bid submissions stipulating that pricing is subject to change "without notice" may be rejected outright.

The lowest or any bid submission will not necessarily be accepted. The RM of Weyburn No. 67 reserves the right to accept, in whole or in part, the bid submission(s) that it deems most advantageous to the RM of Weyburn No. 67 and the right to reject any or all bid submissions for any reason.

4. **Right to Waive Non-Compliance**

The RM of Weyburn No. 67 reserves the right to waive any minor non-compliance with the bid submission at its sole discretion.

The RM of Weyburn No. 67 reserves the right to eliminate mandatory elements unmet by all bidders.

5. **Award Criteria**

Bid submissions will be evaluated based on the information requested in the Invitations to Tender documents. The RM of Weyburn No. 67 will be the sole judge of compliance of a bid with the requirements, specifications, terms and conditions of the tender. If no criteria are stated, bid submissions may be evaluated not only on the basis of price, but also on the basis of such factors as quality, service, delivery date, past performance and the capacity of the bidder to meet the criteria stated in the tender. Firm bids may receive preference over bids with escalation clauses.

6. **Errors and Omissions**

Bidders must advise the RM of Weyburn No. 67 of any errors or omissions they find in the tender documents prior to bid closing so that the Invitation to Tender can be revised and communicated to all bidders.

7. Cancellation

The submission of your bid, the receipt of your bid by the RM of Weyburn No. 67, and the opening of bids do not in any way constitute a commitment to any bidder. The RM of Weyburn No. 67 may, at its sole discretion, elect to cancel the tender.

The RM of Weyburn No. 67 reserves the right, in whole or part, to cancel and/or reissue this Invitation to Tender and the resulting contract at any time and for any reason without penalty.

8. Clarifications and Amendments to Requirements

The RM of Weyburn No. 67 reserves the right to amend or to clarify the tender requirements and to seek clarifications or amendments from bidders. However, the RM of Weyburn No. 67 is under no obligation to seek clarification.

9. Prices

Prices quoted should be unit less GST and PST. All unit prices should be extended and totalled. In case of a mathematical error, the unit price shall govern. GST and PST should be shown separately unless otherwise indicated in the tender document.

10. Specifications

The RM of Weyburn No. 67 will be the sole judge of compliance with the specifications of the tender.

11. Delivery

The successful bidder(s) should advise the RM of Weyburn No. 67 if for any reason a supply is short shipped or delayed and should also advise as to the expected delivery date.

12. Inspection

Final inspection and acceptance or rejection will be made after the goods are delivered to the RM of Weyburn No. 67, but all materials and workmanship shall be subject to inspection and testing at all times and places, and when practicable stockpile and spreading.

The RM of Weyburn No. 67 reserves the right to reject goods that contain materials not within the benchmark set out by the Ministry of Highways and Infrastructure. Rejected goods shall be removed by and at the expense of the bidder promptly after notification that the goods have been rejected. Partial acceptance or rejection of an order does not release the bidder from its responsibility to complete the order. In the event necessity requires the use of goods not conforming to the specifications, payment may be made at an appropriate reduction in price.

13. Invoicing

Invoices should:

- extend and total all unit prices;
- show the disposition of any taxes (PST & GST) in the invoice;
- indicate the date of delivery;
- charge only for those items delivered;
- state the location of where the gravel was spread;
- be sent to the address of the RM of Weyburn No. 67.

14. Payments

The R.M. of Weyburn No. 67 will pay \$8.00 per yard for 80% of the gravel that is stockpiled, after it is stockpiled. Payment for the remainder will be made once placed at the final destination. Payment is not initiated until both the goods and services and the successful bidder's invoice have been received. The RM's goal is to pay the bidder no later than 30 days from:

- The date the invoice is first received at the RM of Weyburn No. 67 and upon a satisfactory sieve test (if required). Invoices must be received at the office by noon the day before each council meeting.

15. Supplier Performance

The RM of Weyburn No. 67 reserves the right to guarantee faithful performance of the contract. The successful bidder will be required to provide goods exactly as tendered in their bids. In cases where bidders do not perform in accordance with the terms and conditions of the resulting contract, the RM of Weyburn No. 67 reserves the right to:

- accept partial shipments;
- extend the delivery period;
- cancel the resulting contract, in whole or part;
- obtain requested items from other sources;
- suspend bidders from bidding on future tenders.

16. Force Majeure

If either party is delayed, hindered or prevented from the performance of any of its obligations under any resulting contractual agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes, or other cause beyond the reasonable control of the party affected (not including a labour stoppage, lack of funds, or the financial condition of the party), such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay. A party shall not be entitled to relief under this section unless it makes all reasonable efforts to prevent, work around or otherwise mitigate the effects of the delay and has given written notice of the delay to the other party within five business days after the commencement of the delay.

17. No Assignment

Any resulting contract may not be assigned without written consent of the RM of Weyburn No. 67.

18. Responsibility and Liability

The bidder will protect, indemnify and save harmless the RM of Weyburn No. 67 from and against any and all costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind which result from, relate to or arise out of the actions or omissions of the bidder, his servants, agents, sub-contractors in performing the services under this agreement.

Prior to commencement of any work, the successful bidder shall provide a Certificate of Insurance to the RM of Weyburn No. 67 indicating the bidder's minimum liability insurance coverage of \$2 million.

A letter of good standing from Saskatchewan Worker's Compensation is to be included with the tender, as well as two references, preferably from other rural municipalities the bidder has worked for.

Bidders shall be responsible for loss or damage to the real and personal property of the RM of Weyburn No. 67 where bidders are legally responsible, including negligence, willful harm or crimes of the bidder, its employees or agents.

The successful bidder shall require that its contractors, employees and agents, when on the RM of Weyburn No. 67's premises, comply with all security and safety rules and regulations applicable to the premises.

19. Governing Law

The laws of the Province of Saskatchewan will govern this Invitation to Tender and any resulting contract. The International Sales of Goods Act does not apply to this Invitation to Tender and any resulting contract.

20. Conflict of Interest

The successful bidder shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of the goods and related services without having first disclosed to the RM of Weyburn No. 67 the actual or potential conflict of interest.

21. Changes

Any resulting contract may not be altered in any respect without the written consent of the RM of Weyburn No. 67.